

SONORAN DESERT WILLOW ESTATES  
HOME OWNERS ASSOCIATION

**FINES AND PENALTIES ENFORCEMENT PROCEDURE**

**Authority:** Arizona revised Statutes §33-1803; Section 12.4 of the Declaration of Covenants, conditions, Restrictions and Easement for Desert Willow Estates as recorded at Docket 11963, Page 2914, in the records of the Pima County Recorder; and Section 7.1(A) of the Bylaws of Sonoran desert Willow Estates Home Owners Association.

**Right to Impose Fines/Penalties.** If any Lot Owner or his/her tenants or guests, violates the Association's Declaration of Conditions, Covenants, Restrictions, and Easements, Bylaws, Design Guidelines or any Rule put into effect by the Board of Directors (the "Community Documents"), the Board may levy a fine/penalty upon the Owner of the pertinent Dwelling Unit for each violation, and/or may suspend the right of the Owner (including his/her family, guests and tenants) to use the Common Areas, under such conditions as the Board may specify. The Association reserves the right to undertake any enforcement procedure available under applicable law.

**Enforcement Procedures.** The Board has established the following procedures, which are subject to modification or amendment, after reasonable notice to the Owners. Before levying a fine/penalty, the following enforcement procedure will be followed:

A. **First Notice (abatement period without penalty).** Written notice to cease and desist from an alleged violation shall be served upon the Owner specifying: (1) the alleged violation; (2) the action required to abate the violation; (3) the provision(s) of the Community Documents that has been violated; (4) the time limit by which the violation must be corrected; and (5) the process the Owner must follow to contest the Notice. All notices sent with respect to enforcement issues shall be sent to the applicable Owner at the address shown on the Association's records. If a tenant or other non-owner occupant occupies the Dwelling Unit, the Owner remains responsible for taking such action as may be required to correct the violation.

B. If the Lot Owner wishes to contest the First Notice, he/she shall provide the Board a written response by Certified Mail within ten (10) business days after the date of the first Notice, requesting any additional information he or she requires. This response shall be sent to the current community management company as specified in the notification document.

C. Within ten (10) business days after receipt of the Lot Owner's response, the Board or its authorized agent shall respond to the Lot Owner by Certified Mail, with a written explanation regarding the First Notice, and shall provide any additional information the Lot Owner reasonably requires.

D. **Second Notice of Violation (final abatement period without penalty).** After the procedures in Paragraphs A-C are completed, or after the initial 10-day notice period set forth in the First Notice has expired (if the Lot Owner has not contested the first Notice), the Board or

its authorized agent will conduct a follow-up inspection. If the Lot Owner has not cured the violation(s) within the time specified, a second notice of violation will be sent, wherein the Lot Owner will be instructed to cure the violation(s) within seven (7) days after the date of the Second Notice.

E. **Third Notice (Notice of Hearing and potential fin/penalty).** If resolution has not been reached with the Owner, and the violation has not been cured within the time period set forth in the Second Notice, or if the same provision of the Community Documents is subsequently violated within 12 months after the date of the First Notice; and the Board intends to levy a fine/penalty on the Owner, the Board shall serve the Owner written notice of a Hearing to be held by the Board in executive session. Service may be made by first class mail and Certified Mail to the Owner's address of record. The notice shall contain: (1) the nature of the alleged violation; the time and place of the Hearing, which time will not be less than ten (10) days from the date of the Third Notice; (3) an invitation to attend the Hearing and produce any statement, evidence and/or witnesses on his/her behalf; and (4) the proposed sanctions to be imposed, which may include the imposition of a fine/penalty. (See Schedule of Fines/Penalties.)

F. **Hearing.** The Hearing shall be held by the Board of Directors in executive session, pursuant to the Third Notice, thereby offering the Owner a reasonable opportunity to be heard. Proof of delivery to the Lot Owner of the Notice of Hearing shall be deemed adequate if the officer, director or agent who mailed or delivered the Notice enters a copy of the Notice, together with a statement of the date and manner of delivery of the Notice, into the minutes of the meeting.

An Owner may present to the Board (prior to or at the Hearing) written notification that another person is the Owner's designated representative. A designated representative may speak on behalf of the Owner. The Owner also may request to submit a written statement in lieu of personal appearance. The written statement will be afforded due consideration by the Board. Also, if circumstances warrant, the Hearing may be re-scheduled one time only, but then only at the discretion of the Board. In all cases, the Board of Directors will set Hearing protocol and procedure. The Owner and/or his/her designated representative will be given an opportunity to present supporting documentation and testimony to show cause why a penalty should not be levied by the Board. If the Lot Owner or his/her designated representative does not appear at the Hearing, the Board may levy a penalty.

After the Hearing, the Board will deliberate and may levy a fine/penalty. The Owner will be notified by mail of the Board's decision. If fines/penalties are levied, the letter will state the amount and the effective date. The Board may allow additional time for compliance, at its discretion, prior to imposition of fines/penalties.

G. **Fines/Penalties.** The Board has the power to impose a single monetary fine/penalty or daily fines for continuing violations. The amount of the fine/penalty shall be based on the type of violation, the length of time that the violation continues and the frequency and repetition of the violation. The Board may impose a fine/penalty, without additional Hearing, for any subsequent violation of the same provision(s) of the Community Documents, within twelve (12) months after the date of the First Notice. Additional costs, such as Certified Mailings, photographs and consultations with legal counsel may also be included with fines/penalties that are levied. Any fines/penalties that remain unpaid will continue to accrue on the Owner's ledger until paid in full. The Association may enforce payment of delinquent fine/s penalties by any available means.